



February 5, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members,

You have before you a proposal from Patriot Engineering for Geotechnical Engineering Investigation. This proposal is for the 40 & 8 Lift Station and Forcemain Replacement Project. The object of the Geotechnical Investigation is to assess the subsurface conditions of the project site and to provide recommendations to aid in the design and construction of the project.

The estimated cost for this work is \$7,000. This proposal has been reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew





**PATRIOT ENGINEERING
and ENVIRONMENTAL, Inc.**

Engineering Value for Project Success

November 12th, 2019

Mr. Nick Lyons
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, Indiana 46227

Re: Proposal for Geotechnical Engineering Investigation
40&8 Lift Station and Force Main Replacement
Lafayette, Indiana
Patriot Proposal No.: P19-1875-06G

Dear Nick:

Patriot Engineering and Environmental, Inc. (*Patriot*) appreciates the opportunity to submit this proposal to perform a Geotechnical Engineering Investigation for the above referenced project. This proposal has been prepared in accordance with your request for proposal on November 8th, 2019.

Presented in this proposal is an outline of our understanding of the proposed project, our proposed scope of work, and an estimate fee schedule.

If you have any questions regarding this proposal or require any additional information, please do not hesitate to contact our office.

Respectfully submitted,

Patriot Engineering and Environmental, Inc.

Christian C. Pohlar, E.I.
Geotechnical Engineer

Salim M. Ilmudeen, P.E.
Senior Principal Engineer

717 C FARABEE COURT, LAFAYETTE, INDIANA 47905
PH. 765-447-4477 • FAX 765-447-4045 • WEB WWW.PATRIOTENG.COM

INDIANA • BLOOMINGTON, EVANSVILLE, FORT WAYNE, INDIANAPOLIS, LAFAYETTE, TERRE HAUTE
KENTUCKY • LOUISVILLE, OHIO • CINCINNATI, DAYTON, TENNESSEE • NASHVILLE

Project Description and Objectives

The proposed project includes the installation of a new lift station site, removal of the existing lift station, and replacement of the force main from the lift station to be located near Eisenhower Road in West Lafayette, Indiana. We understand that the proposed structure will run Westward from the existing Lift Station Site on the South side of Eisenhower Road West of I-65 to the proposed location of the new lift station on the North side of Eisenhower Road, and then travel South along Creasy Lane to a discharge manhole at the intersection of Creasy Lane and Greenbush Street. Furthermore, we understand that the proposed structure will bear at depths ranging from an estimated 5 to 25 feet below the existing ground surface.

The objective of this Geotechnical Engineering Investigation will be to assess the subsurface conditions of the project site and to provide recommendations to aid in the design and construction of the proposed lift station.

Proposed Work Plan

Per the *Client's* request, *Patriot* will drill a total of six (6) soil borings; one (1) soil boring (SB1) to a depth of 20 feet, one (1) soil boring (SB2) to a depth of 25 feet, two (2) soil borings (SB3 and SB4) to a depth of 40 feet each, and two (2) soil borings (SB5 and SB6) to a depth of 10 feet each; for a total of 145 lineal feet of drilling.

Furthermore, we understand that two (2) of the six (6) soil boring will be located within or near existing and active street rights-of-way and thus require traffic control. Therefore, based on the estimated traffic volumes for the streets that the drilling operations will be performed along, we propose to include traffic control operations to safely perform our drilling operations. The traffic control operations proposed will include appropriate signage, cones, and flagmen to maintain a safe working environment for our field personnel.

Patriot will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access, and topographic conditions. During this visit we will locate and mark each soil boring location. If the site conditions require that soil borings be relocated from previous agreed upon locations, the *Client* will be advised.

Patriot will be responsible for "clearing utilities" within the public domain prior to the start of any subsurface exploration. ***The "clearing of utilities" outside of the public domain shall be the responsibility of the property owner or manager and shall coordinate with Patriot. We recommend that the Client hire a private utility locator to clear all soil boring locations of any underground utility lines. Alternatively, Patriot can employ the use of a private utility locator to "clear" the soil boring locations prior to drilling for an additional cost.***

The typical drilling method will utilize hollow-stem augers to advance the soil borings to the required depths. Split-spoon samples and Standard Penetration Test values (commonly referred to as the blow-count or N-value) will be obtained in advance of the

augers at 2.5 feet intervals to a depth of 10 feet, and at 5 feet intervals thereafter per ASTM Method D-1586.

Shelby tube samples may be obtained in cohesive soil strata-of-interest. Each soil boring will be monitored for the presence of groundwater during and immediately following the completion of the soil boring.

Upon completion of the soil borings, the boreholes will be backfilled with auger cuttings prior to demobilization for safety considerations. It should be noted that it is standard practice in drilling soil borings to backfill with the auger cuttings from the soil boring. However, sometimes the backfill will settle after the soil borings have been completed, requiring a return trip to backfill again. If this takes place, an additional fee will be charged for the return trip. As an alternative, for additional fee, the boreholes can be backfilled with bentonite or grout to reduce the potential settlement.

After the fieldwork is completed, we will return the soil boring samples to *Patriot's* soils laboratory to perform the appropriate laboratory testing. The laboratory testing will include visual classification, natural moisture contents, and an estimate of the samples unconfined compressive strengths utilizing a hand penetrometer. All laboratory testing will be performed in accordance with applicable ASTM methods.

Based on the results of the fieldwork and laboratory testing, we will prepare a Geotechnical Engineering Report. The report will present all field, soil boring logs, and laboratory test data. The report will also include recommendations to aid in the design of foundations, pavements, and other ancillary structures as applicable; as well as providing a discussion regarding any potential construction difficulties due to soil and groundwater conditions.

Estimated Project Cost

Based upon the information provided and as outlined in our *Proposed Work Plan*, along with our experience with similar projects, we estimate the project cost to be **\$4,250.00**. ***We estimate traffic control will cost an additional \$1,750.00 to the original project cost. Should the Client wish for Patriot to contract a Private Utility Locator an additional charge of \$1,000.00 will be assessed to the original project cost. Alternatively, the client can directly hire the private utility locator.*** Work performed outside of the Scope of Work discussed in this proposal (such as post report consultation, meetings, etc.) will be performed on a unit rate basis (Refer to attached Fee Schedule) for the actual work performed. Such work will be considered a change in scope.

Scope of Work Limitations

In preparation of this proposal, we have assumed that the site is accessible to a track-mounted drilling rig. If "clearing" or "grading" of the site is required (i.e. trees, brush, crops, etc...), an additional charge will be assessed. We also assume that the Client will make arrangements regarding our field work, such as access to the drilling locations, etc... Additionally, we assume that our field work will be performed during normal work hours (not on weekend or night hours).

If the soil borings reveal inconsistent and/or marginal soil conditions requiring additional soil borings, deeper soil borings, additional samples, or additional laboratory testing, the *Client's* Project Manager will be consulted immediately regarding the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring a possible adjustment to the budget of this Geotechnical Engineering Investigation.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This investigation is not designed to detect or identify such materials. If it becomes apparent during our field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation may be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation is modified to address this change in conditions.

Work Schedule

Patriot will initiate project activities upon receipt of the attached *Proposal Acceptance Agreement*, authorizing us to begin work. The field drilling work should take one (1) to two (2) days to complete. We would expect to issue our engineering report within approximately two (2) to three (3) weeks of completing the fieldwork. However, verbal results can be provided shortly after the fieldwork is completed.

Authorization to Proceed

As our formal authorization to proceed, please complete and sign the *Proposal Acceptance Agreement* form included within this proposal, indicating proper billing instructions, and return an executed copy of this Acceptance Agreement for our files. Also, please note the *Terms and Conditions* included within this proposal, which is an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for the *Terms and Conditions* herein.

ATTACHMENT A

**Patriot Engineering and Environmental, Inc.
Geotechnical Personnel**

Patriot Engineering and Environmental, Inc.
Geotechnical Division

NAME	EDUCATION	YEARS OF EXPERIENCE
Richard L. Johnson, P.E.	M.S.C.E. Geotechnical Engineering	53
William D. Dubois, P.E.	M.S.C.E. Geotechnical Engineering	50
Ronald W. Spivey, P.E.	M.S.C.E. Geotechnical Engineering	41
Kenneth S. Bosar, P.E.	B.S. Mining Engineering	40
Ralph M. O'Quinn, P.E.	M.S.C.E Geotechnical Engineering	40
James T. Sherer, P.E.	B.S.C.E. Civil Engineering	36
Douglas B. Zabonick, P.E.	B.S. Geological Engineering	36
Timothy N. Tyler, Ph.D., P.E.	Ph.D., C.E. Geotechnical Engineering	32
Timothy C. Govert	B.S. Construction Engineering	31
Salim M. Ilmudeen, P.E.	M.S.C.E. Geotechnical Engineering	25
Jacob J. Vieck, P.E.	B.S.C.E. Geotechnical Engineering	13
Zachary G. Ethington, P.E.	M.S.C.E. Geotechnical Engineering	8
John L. Schwartz III, P.E.	M.E.C.E. Geotechnical Engineering	8
Akshat Saxena, E.I.	M.S.C.E. Geotechnical Engineering	7
Benjamin R. Lauletta, P.E.	B.S.C.E. Geotechnical Engineering	6
Michael J. Hammond, E.I.	M.S.C.E. Geotechnical Engineering	4
Jamie M. Bates, E.I.	B.S.C.E. Geotechnical Engineering	4
Kevin D. Agostino	B.S.C.E. Civil Engineering	3
Christian Cole Pohlar, E.I.	B.S.C.E. Civil Engineering	3
Ian Grafe, E.I	B.S.C.E. Civil Engineering	1

ATTACHMENT B

Select Resumes



Professional Resume

Salim M. Ilmudeen, PE Senior Project Engineer

FIELDS OF EXPERTISE

Geotechnical engineering including shallow and deep foundation design; high rise building foundations; slope failures and slope stability analysis; pavement design; deep excavations, underpinning and earth retention systems; geotechnical instrumentation and in-situ testing.

REGISTRATION & CERTIFICATION

Professional Engineer:
Hawaii, PE-8644;
Indiana – PE10606266

EDUCATION

M.S.C.E., Civil Engineering (Geotechnical and Transportation Engineering),
Texas Tech University, Lubbock, TX - 1992

B.Sc., Civil Engineering, University of Peradeniya,
Sri Lanka - 1985

PROFESSIONAL SUMMARY

Mr. Ilmudeen is a Senior Project Engineer with over 20 years of experience in the field of geotechnical engineering. He has performed foundation engineering design and provided geotechnical engineering services for a wide variety of projects. These projects included a new airport terminal complex, power plants, high rise buildings, tunnel, bridge and road construction projects, deep excavations, underpinning, earth retention systems and cut-off walls, landslides, vibration monitoring, etc.

SELECTED PROJECT EXPERIENCE

- Carmel City Center – Phase I, Carmel, Indiana – Geotechnical engineering report review and preparation of supplementary report and design parameters for 3 to 7 story buildings with common basement and a utility tunnel 10 feet below the basement.
- Pedcore Square Buildings 4 & 5, Carmel, Indiana – Dewatering consultations and calculations for 2 buildings with 20-feet deep common basement.
- Rush Memorial Hospital, Rushville, Indiana – Dewatering consultations during construction of a new physician / office building.
- New Terminal Complex for Chicago O'Hare International Airport, Chicago, Illinois – Geotechnical engineering for a multi-level terminal building, a parking structure, airport transit system, elevated highways, bridges, concourse concrete aprons, depressed roadways, retaining walls, utility tunnel and other associated structures.
- Lake Shore East Condominiums, Chicago, Illinois – Geotechnical engineering report and design parameters for a 60-story building with a basement.
- Dept of Transportation 96-inch diameter Concrete Sewer Tunnel, Chicago, Illinois – Geotechnical design calculations, analysis of tunneling options, specifications, and design drawings for tunnel and shafts.
- Minor League Baseball Stadium, Gary, Indiana – Civil drawings and specifications for groundwater cut-off wall design alternatives such as slurry walls and sheet pile walls.
- Samsung S-Project, Seoul, Korea – Geotechnical design parameters for four 22 to 35 story buildings with 6 levels of basement extending to 84 feet below grade.
- Excelon – Calumet 350 MW Peaker Plant, Chicago, Illinois – Geotechnical and geophysical explorations, foundation design parameters, and backfilling and compaction procedures for settlement sensitive areas.



Patriot Engineering
and Environmental, Inc.
6150 East 75th Street
Indianapolis, Indiana 46250
317-576-8059



Professional Resume

William D. Dubois, PE Senior Principal Engineer

FIELDS OF EXPERTISE

Geotechnical engineering; materials engineering; environmental consulting.

REGISTRATION & CERTIFICATION

Professional Engineer: Indiana, 60018167; Kentucky, 21153; Ohio, E-49584; Illinois, 62-30719; Michigan, 47286; Missouri, 026362; Florida, 18548 and Texas, 111821

EDUCATION

- ♦ M.S.C.E., Geotechnical Engineering, Michigan State University, 1968
- ♦ B.S., Civil Engineering, Tri-State University, 1966

PROFESSIONAL SUMMARY

Mr. Dubois was President of Patriot Engineering and Environmental, Inc. for 18 years and now performs as a Senior Principal Engineer. He has 47 years of experience in geotechnical, materials engineering, and environmental consulting.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineering
- American Concrete Institute
- American Society of Testing and Materials
- Associated Builders and Constructors
- ASCE - Purdue University continuing education committee
- Indiana Construction Association
- Kiwanis Club
- Economic Club
- Indiana Sports Corporation
- Past Member of Trine University Industrial Advisory Board

SELECTED PROJECT EXPERIENCE

- Managed geotechnical and materials investigations for over 1000 industrial plants -- generating stations; chemical processing; paper mills; heavy and light manufacturing; tank storage complexes; transmission lines.
- Provided Expert Opinion and Testimony services for commercial and residential claims and hearings.
- Geotechnical Engineer for numerous commercial shopping centers; apartment complexes; office complexes.
- Geotechnical Engineer for over 25 high-rise structures throughout the Midwest; office towers; apartment towers; parking garages; hotels; hospitals; elevated water tanks.
- Performed geotechnical engineering for sports arenas, stadiums and schools.
- Developed solutions for special problems -- slope failure evaluations; foundation failures and corrections; asphalt failures and corrections.
- Transportation -- INDOT Projects, Interstate and primary highways; bridges; earth retainage structures.
- Water related structures -- earth dams; levees.
- Pavements -- highways; parking; truck docking; airports; streets.
- Contract Manager for over 100 underground storage tank projects for major transportation companies.
- Contract Manager for Phase I and II property assessments for major investment companies.
- Geotechnical Investigations and QA/QC on landfills.



Patriot Engineering
and Environmental, Inc.
6150 East 75th Street
Indianapolis, Indiana 46250
317-576-8856

ATTACHMENT C

Insurance Certificates



PATRENG-CL

CMCKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gregory & Appel Insurance
1402 N Capitol Suite 400
Indianapolis, IN 46202

CONTACT
NAME:
PHONE
(A/C, No, Ext): (317) 634-7491 FAX
(A/C, No): (317) 634-6629
E-MAIL
ADDRESS: corp@gregoryappel.com

INSURED

Patriot Engineering & Environmental Inc.
6150 East 75th Street
Indianapolis, IN 46250

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Ins Co-Hartford	20478
INSURER B : Continental Casualty Company	20443
INSURER C : Lexington Insurance Co.	19437
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6017245158	04/12/2019	04/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6017245161	04/12/2019	04/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6017245189	04/12/2019	04/12/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC624377329	04/12/2019	04/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof & Pollution			031711066	04/12/2019	04/12/2020	Each Claim/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insured's Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT D

Fee Schedule



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.
Geotechnical Engineering Services
2019 Fee Schedule

	<u>Unit</u>	<u>Unit Cost</u>
<u>PROFESSIONAL SERVICES</u>		
Expert Witness	Hour	\$275.00
Senior Principal Engineer, P.E.	Hour	\$195.00
Principal Engineer, P.E.	Hour	\$170.00
Senior Project Engineer, P.E.	Hour	\$145.00
Project Engineer, P.E.	Hour	\$120.00
Senior Engineer/Geologist	Hour	\$95.00
Geotechnical Engineer/Geologist	Hour	\$85.00
Draftsperson/CAD Technician	Hour	\$75.00
Senior Engineering Technician	Hour	\$55.00
Word Processor	Hour	\$65.00
<u>LABORATORY TESTING</u>		
Water Contents (oven dried)	Each	\$5.35
Hand Penetrometer Test	Each	\$10.00
Atterberg Limits (LL & PL)	Each	\$72.00
Grain Size Distribution	Each	\$118.50
Sieve Analysis only	Each	\$57.00
Minus #200 Sieve only	Each	\$41.50
Hydrometer only	Each	\$67.00
Natural Density	Each	\$31.00
Organic Content	Each	\$36.00
pH Determination	Each	\$31.00
Extrude & Log Shelby Tube Samples	Each	\$36.00
Standard Proctor	Each	\$145.00
Modified Proctor	Each	\$165.00
CBR Test	Each / Point	\$165.00
Unconfined Compressive Strength	Each	\$62.00
Test for pH, organic matter, soluble salts	Each	\$118.50
Triaxial Tests (CU - 3 circles)	Each	\$975.00
Consolidation Test	Each	\$450.00
Permeability Test (Cohesive Soils)	Each	\$330.00
<u>DRILLING SERVICES</u>		
Mobilization of drill rig and crew (Local)	Lump Sum	\$550.00
*plus \$4.30 per mile over 60 miles from a Patriot office	Lump Sum	\$1,750.00
Minimum Charge for drill rig, crew and equipment	Lump Sum	\$1,750.00
Drilling with 3.25" and 4.25" hollow stem augers with standard splitspoon sample intervals		
Under 50 feet depth and under 50 blows per foot	Foot	\$10.50
50 to 75 feet depth and under 50 blows per foot	Foot	\$12.50
Over 75 feet depth or over 50 blows per foot	Foot	\$15.50
Additional splitspoon samples beyond standard intervals	Each	\$14.50
ATV Drilling, Add	Foot	\$1.75
Mud Drilling, Add	Foot	\$6.25
Drilling without splitspoons	Foot	\$9.00
Bulk Samples (50 lb. bag)	Each	\$64.00
Rock Coring	Foot	\$36.00
Equipment, set-up for rock coring	Hole	\$67.00
Shelby Tube Samples (3 in. O.D.)	Each	\$57.00
Standby Time requested by Client or Hauling Water	Hour	\$170.00
Rental of Dozer (to assist drill rig under adverse site conditions)	Cost + 15%	
Asphalt or Concrete Plug of Drill Holes	Hole	\$36.00
Per Diem for Drill Crew per person	Per Day	\$125.00
Grouting Holes	Foot	\$9.00
Concrete Coring Through 6 to 8 inches of Floor Slab	Hole	\$278.00
Monitoring Well Installation	Foot	\$36.00
Monitoring Well Flush Manhole & Cover	Each	\$285.00
<u>GENERAL EXPENSES</u>		
Transportation by Company or Personal Car	Mile	\$0.69
Subcontractor Costs / Special Costs (i.e., film, FedEx, etc.)	Cost + 15%	
Additional Copies of Report (above 3 copies)*plus time	Page	\$0.50
Out-of-Town Living Expenses	Cost + 15%	

ATTACHMENT E

Terms and Conditions

Proposal Acceptance Agreement

CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

1. **Billing.** On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.

2. **Employment.** During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents.** All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance.** The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.

D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns.** Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement.** The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.
8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.
9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.
10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.
11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.
12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.
13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.
14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the professional currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.



**PATRIOT ENGINEERING
and ENVIRONMENTAL, Inc.**

Engineering Value for Project Success

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: 40&8 Lift Station and Force Main Replacement

Project Location: Lafayette, Indiana

Description of Services: Geotechnical Engineering Investigation

Patriot Proposal: P19-1875-06G

Patriot Project No.:

APPROVAL & PAYMENT OF CHARGES - (Company or Individual Responsible for Payment of Invoice)

Firm:

Address:

City:

State:

Zip Code:

Attention:

Telephone:

Fax:

Email:

PAYMENT TERMS: Per Terms & Conditions. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

REFERENCES - *Patriot* retains the right to perform a standard credit review on all new Clients. *Patriot* will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial
(Current bank or other lender)

Name:

Supplier
(Current account with Client)

Name:

Trade
(Engineer, Contractor, Other, etc.)

Name:

Contact:

Contact:

Contact:

Account No.:

Account No.:

Account No.:

Phone No.:

Phone No.:

Phone No.:

NOTICE: *PATRIOT* reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with *PATRIOT'S* Proposal, Unit Fee Schedule, and Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: _____

TITLE: _____ DATE ACCEPTED: _____

717 C FARABEE COURT, LAFAYETTE, INDIANA 47905
PH. 765-447-4477 • FAX 765-447-4045 • WEB WWW.PATRIOTENG.COM

INDIANA • BLOOMINGTON, EVANSVILLE, FORT WAYNE, INDIANAPOLIS, LAFAYETTE, TERRE HAUTE
KENTUCKY • LOUISVILLE, OHIO • CINCINNATI, DAYTON, TENNESSEE • NASHVILLE